

THE HONORABLE JAMES L. ROBERT

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

AUBRY MCMAHON,

Plaintiff,

vs.

WORLD VISION, INC.

Defendant.

CASE NO. 2:21-CV-00920-JLR

ANSWER AND AFFIRMATIVE
DEFENSES

JURY DEMAND

**DEFENDANT WORLD VISION INC.'S
ANSWER AND AFFIRMATIVE DEFENSES**

Defendant World Vision, Inc. ("World Vision" or "Defendant"), by counsel, files its Answer and Affirmative Defenses to the Complaint filed by Plaintiff Aubry McMahon ("McMahon" or "Plaintiff"), as follows.

I. NATURE OF ACTION

1.1. Paragraph 1.1 states a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the allegations of Paragraph 1.1 of the Complaint.

II. JURISDICTION AND VENUE

2.1. Paragraph 2.1 states a legal conclusion to which no response is required. To the extent a response is required, Defendant denies that this Court has original subject matter jurisdiction over Plaintiff's claims arising under Title VII of the Civil Rights Act of 1964, as codified, 42 U.S.C. §§ 2000e to 2000e-17 (amended in 1972, 1978 and by the Civil Rights Act of 1991, Pub. L. No. 102-166) and under the Washington Law Against Discrimination, RCW 49.60, *et seq.*, because such exercise of jurisdiction infringes Defendants' rights under Section 702 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e-1, and under the United States and Washington Constitutions. Defendant denies all remaining allegations of Paragraph 2.1.

2.2. Paragraph 2.2 states a legal conclusion to which no response is required. To the extent that a response is required, Defendant admits that the Court can exercise supplemental (pendent) jurisdiction over state law claims under 28 U.S.C. § 1367 to the extent that subject matter jurisdiction exists, and admits that this Court can exercise diversity jurisdiction over Plaintiff's state law claims on the basis of diversity of citizenship pursuant to 28 U.S.C. § 1332, to the extent jurisdiction is not otherwise barred by federal statutory or constitutional law as infringing Defendants' rights under Section 702 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e-1, and/or under the United States and Washington Constitutions.

2.3. Paragraph 2.3 states a legal conclusion to which no response is required.

III. PROCEDURAL PREREQUISITES

3.1. Defendant admits that Plaintiff filed charges of discrimination with the Equal Employment Opportunity Commission ("EEOC"), and then approximately fifteen days later

1 obtained a Dismissal and Notice of Rights from the EEOC, before the EEOC could use its 180-
2 day statutory period to investigate and attempt to resolve the claim. The implication that these
3 facts satisfy the legal and procedural prerequisites under Title VII and WLAD for filing this
4 action is a legal conclusion to which no response is required. To the extent that a response is
5 required, Defendant denies all remaining allegations, inferences, and implications of Paragraph
6 3.1 of the Complaint.
7

8 3.2. Defendant admits that the EEOC issued a Dismissal and Notice of Rights dated
9 April 22, 2021. The implication that these facts satisfy the legal and procedural prerequisites
10 under Title VII and WLAD for filing this action is a legal conclusion to which no response is
11 required. To the extent that a response is required, Defendant denies all remaining allegations,
12 inferences, and implications of Paragraph 3.2 of the Complaint.
13

14 3.3. Defendant lacks sufficient information to admit or deny the allegations of
15 Paragraph 3.3 of the Complaint as to the date on which Plaintiff received a Notice of Right to
16 Sue. Defendant admits that this action was filed within ninety (90) days of April 22, 2021. The
17 implication that these facts satisfy the legal and procedural prerequisites under Title VII and
18 WLAD for filing this action is a legal conclusion to which no response is required. To the extent
19 that a response is required, Defendant denies all remaining allegations, inferences, and
20 implications of Paragraph 3.3 of the Complaint.
21

22 23 IV. PARTIES

24 4.1. Defendant admits that Plaintiff AUBRY MCMAHON ("Plaintiff") was and is a
25 resident and a citizen of the State of North Carolina and Union County. 28 U.S.C. § 1332.

26 4.2. Defendant admits the factual allegations set forth in Paragraph 4.2 of the
27 Complaint.

1 5.6. Defendant admits that Plaintiff lives in and is a citizen of North Carolina.
2 Defendant admits that during the interview on or about December 15, 2020, Ms. Miolla and
3 Anthony informed Plaintiff that the job would be a Customer Service Representative position
4 in which Plaintiff would work remotely. Defendant denies the allegation that this position was
5 a “basic” position and denies any implication that the position did not involve religious elements
6 and activities. Defendant denies all remaining allegations, inferences, and implications of
7 Paragraph 5.6 of the Complaint.
8

9 5.7. Defendant admits that among the duties of the Customer Service Representative
10 in World Vision’s call center would be speaking with, answering questions from, and praying
11 with donors and supporters who have sponsored children through World Vision’s child
12 sponsorship program, including about such topics as World Vision’s religious mission, beliefs,
13 and activities. Defendant admits that World Vision’s child sponsorship program is a program
14 in which World Vision connects donors with particular children to pray for the child and to
15 make contributions to help provide the child with access to clean water, food, health care,
16 education, and/or vocational training. Defendant denies all remaining allegations, inferences,
17 and implications of Paragraph 5.7 of the Complaint.
18

19 5.8. Defendant admits that it is “primarily religious,” is “a nonprofit organization
20 whose humanitarian relief efforts flow from a profound sense of religious mission,” and
21 “explicitly and intentionally holds itself out to the public as a religious institution.” *Spencer v.*
22 *World Vision, Inc.* 633 F.3d 723, 741 (9th Cir. 2011). Defendant admits that its theology as a
23 Christian ministry sharing the love of Jesus Christ with the world leads it to make its Christian
24 humanitarian services available to people of all faiths and to people of no faith so that they
25 would come to know the saving love of Jesus Christ, and that to do otherwise would be contrary
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27

1 to its Christian theology. Defendant denies any allegation, inference, or implication in
2 Paragraph 5.8 (*e.g.*, “Although”) that the above admissions would be in any way inconsistent
3 with being a Christian organization. Defendant denies all remaining allegations, inferences, and
4 implications of Paragraph 5.8 of the Complaint.

5
6 5.9. Defendant denies any allegation, inference, or implication that it was not going
7 to provide any specific religious training to Plaintiff. World Vision requires (among other
8 things) that the position “Help carry out our Christian organization’s mission, vision, and
9 strategies. Personify the ministry of World Vision by witnessing to Christ and ministering to
10 others through life, deed, word and sign.... Keep Christ central in our individual and corporate
11 lives. Attend and participate in the leadership of devotions, weekly Chapel services, and regular
12 prayer.” Defendant denies all remaining allegations, inferences, and implications of Paragraph
13 5.9 of the Complaint.

14
15 5.10. Defendant denies any allegation, inference, or implication that Plaintiff’s core
16 job duties and responsibilities as a Customer Service Representative would not have included
17 any religious duties, any duties that can be categorized as “religious,” or any teaching duties.
18 Among other things, Defendant’s written job description required that the Customer Service
19 Representative “Help carry out our Christian organization’s mission, vision, and strategies.
20 Personify the ministry of World Vision by witnessing to Christ and ministering to others
21 through life, deed, word and sign.... Keep Christ central in our individual and corporate lives.
22 Attend and participate in the leadership of devotions, weekly Chapel services, and regular
23 prayer.” Defendant denies all remaining allegations, inferences, and implications of Paragraph
24 5.10 of the Complaint.

1 5.11. Defendant denies that Plaintiff's role as a Customer Service Representative was
 2 not going to include leading prayer or other religious services, or that it would not include
 3 integrating religious teaching into her interactions with donors/customers. Among other things,
 4 Defendant's written job description required that the Customer Service Representative "Help
 5 carry out our Christian organization's mission, vision, and strategies. Personify the ministry of
 6 World Vision by witnessing to Christ and ministering to others through life, deed, word and
 7 sign.... Keep Christ central in our individual and corporate lives. Attend and participate in the
 8 leadership of devotions, weekly Chapel services, and regular prayer." Defendant denies all
 9 remaining allegations, inferences, and implications of Paragraph 5.11 of the Complaint.
 10

11 5.12. Defendant admits the allegations set forth in Paragraph 5.12 of the Complaint.
 12

13 5.13. Defendant admits that Ms. Miolla verified Plaintiff's references and conducted
 14 a standard background check. Defendant admits that on January 4, 2021, Ms. Miolla orally by
 15 phone offered Plaintiff a position as a Donor/Customer Service Representative and that Plaintiff
 16 orally accepted. Defendant admits that Ms. Miolla thereafter sent Plaintiff a letter via email "as
 17 written confirmation of our verbal offer for the full-time position of Donor/Customer Service
 18 Representative Trainee (DSR Trainee) commencing on 2/1/2021..." and that also stated that
 19 "[c]onsideration for employment as a Donation Services Representative I is dependent upon
 20 successful completion of the training and evaluation program...." Defendant denies all
 21 remaining allegations, inferences, and implications of Paragraph 5.13 of the Complaint.
 22

23 5.14. Defendant admits that the next day (on January 5, 2021), Plaintiff sent Ms.
 24 Miolla an email stating in part: "My wife and I are expecting our first baby in March and I
 25 wanted to see if I would qualify for any time off for this since I'll be a new employee? I will be
 26 the one having the baby so I just wanted to check to see if any time would be allowed off. If
 27

1 not, no worries, thanks so much! Aubry.” Defendant denies all remaining allegations,
2 inferences, and implications of Paragraph 5.14 of the Complaint.

3 5.15. Defendant admits that on that same afternoon (January 5, 2021), Ms. Miolla sent
4 Plaintiff a reply stating in part: “Do you have time tomorrow afternoon to discuss by phone?”
5 Defendant admits that Ms. Miolla made multiple attempts to schedule a call, that Plaintiff
6 agreed to a call set for 1:00 pm EST on Friday, January 8, 2021 (three days later), and that
7 Plaintiff did not participate in that scheduled call. Defendant denies any implication
8 (“ultimately”) that there was any delay in Defendant communicating its concerns to Plaintiff.
9 Defendant denies all remaining allegations, inferences, and implications of Paragraph 5.15 of
10 the Complaint.
11

12 5.16. Defendant admits that after Plaintiff did not participate in the phone call
13 scheduled for 1:00 pm EST on January 8, 2021, and did not respond to Ms. Miolla’s phone
14 calls, Ms. Miolla emailed Plaintiff later on January 8, 2021, stating in part: “Aubry, since our
15 communication on Tuesday, I’ve tried several times to get in touch with you to discuss a
16 discrepancy in your interview responses. Since I have not heard back from you to resolve the
17 discrepancy, I am rescinding the job offer that was extended to you on Monday January 4th.”
18 Defendant admits that Plaintiff then emailed Ms. Miolla back. Defendant admits that during a
19 telephone conversation later on or about January 8, 2021, Ms. Miolla’s supervisor reminded
20 Plaintiff that Defendant’s religious standards of conduct require that employees are not to
21 engage in “any sexual conduct outside of a marriage” and World Vision “defines marriage as
22 between a man and a woman.” Defendant denies all remaining allegations, inferences, and
23 implications of Paragraph 5.16 of the Complaint.
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1 5.17. Defendant denies all allegations, inferences, and implications of Paragraph 5.17
2 of the Complaint.

3 5.18. Paragraph 5.18 of the Complaint sets forth a characterization of Plaintiff's
4 claims to which no response is required. To the extent a response is required, Defendant denies
5 all allegations, inferences, and implications of Paragraph 5.18 of the Complaint.

6 5.19. Paragraph 5.19 of the Complaint sets forth a characterization of Plaintiff's
7 claims to which no response is required. To the extent a response is required, Defendant denies
8 that Plaintiff has been unlawfully discriminated against and Defendant denies all allegations,
9 inferences, and implications of Paragraph 5.19 of the Complaint.

10 5.20. Paragraph 5.20 of the Complaint sets forth a characterization of Plaintiff's
11 claims to which no response is required. To the extent a response is required, Defendant denies
12 that Paragraph 5.20 accurately and in good faith represents Defendant's policies and practices
13 and Defendant denies all allegations, inferences, and implications of Paragraph 5.20 of the
14 Complaint.

15 5.21. Paragraph 5.21 of the Complaint sets forth a characterization of Plaintiff's
16 claims to which no response is required. To the extent a response is required, Defendant denies
17 that Defendant intended to harm Plaintiff and Defendant denies all allegations, inferences, and
18 implications of Paragraph 5.21 of the Complaint.

19 5.22. Paragraph 5.22 of the Complaint sets forth a characterization of Plaintiff's
20 claims to which no response is required. To the extent a response is required, Defendant denies
21 that Defendant's actions were unlawful, Defendant lacks sufficient information regarding how
22 Plaintiff "feels" to admit or deny that allegation, and Defendant denies all allegations,
23 inferences, and implications of Paragraph 5.22 of the Complaint.

1 5.23. Paragraph 5.23 of the Complaint sets forth a characterization of Plaintiff's
2 claims to which no response is required. To the extent a response is required, Defendant denies
3 all allegations, inferences, and implications of Paragraph 5.23 of the Complaint.

4 5.24. Paragraph 5.24 of the Complaint sets forth a characterization of Plaintiff's
5 claims to which no response is required. To the extent a response is required, Defendant denies
6 that its conduct was malicious, willful, outrageous, or unlawful, Defendant denies that its
7 conduct provides any basis for punitive damages, and Defendant denies all allegations,
8 inferences, and implications of Paragraph 5.24 of the Complaint.
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10
11 **VI. FIRST CAUSE OF ACTION**
12 **DISCRIMINATION UNDER TITLE VII**

13 6.1. Responding to the allegations in Paragraph 6.1 of the Complaint, Defendant
14 incorporates by reference each and every one of its responses above to the earlier allegations of
15 the Complaint as if those responses were fully alleged herein.

16 6.2. Paragraph 6.2 sets forth a characterization of Plaintiffs' claims and states a legal
17 conclusion to which no response is required. To the extent a response is required, Defendant
18 denies that its employment practices were unlawful in any way, Defendant denies that Plaintiff
19 is entitled to any relief, and Defendant denies all allegations, inferences, and implications of
20 Paragraph 6.2 of the Complaint.
21

22 6.3. Paragraph 6.3 sets forth a characterization of Plaintiffs' claims and states a legal
23 conclusion to which no response is required. To the extent a response is required, Defendant
24 denies that its employment practices violate Title VII and Defendant denies all allegations,
25 inferences, and implications of Paragraph 6.3 of the Complaint.
26
27

1 6.4. Paragraph 6.4 sets forth a characterization of Plaintiffs' claims and states a legal
 2 conclusion to which no response is required. To the extent a response is required, Defendant
 3 denies that its employment practices were prohibited by 42 U.S.C. § 2000e, *et seq.*, or were
 4 unlawful in any way, and Defendant denies all allegations, inferences, and implications of
 5 Paragraph 6.4 of the Complaint.
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 8 **VII. SECOND CAUSE OF ACTION**
 9 **DISCRIMINATION UNDER RCW 49.60**

10 7.1. Responding to the allegations in Paragraph 7.1 of the Complaint, Defendant
 11 incorporates by reference each and every one of its responses above to the earlier allegations of
 12 the Complaint as if those responses were fully alleged herein.

13 7.2. Paragraph 7.2 sets forth a characterization of Plaintiffs' claims and states a legal
 14 conclusion to which no response is required. To the extent a response is required, Defendant
 15 denies that Paragraph 7.2 completely and accurately represents the Washington Law Against
 16 Discrimination, Defendant denies that its employment practices were unlawful in any way, and
 17 Defendant denies all remaining allegations, inferences, and implications of Paragraph 7.2 of the
 18 Complaint.
 19

20 7.3. Paragraph 7.3 sets forth a characterization of Plaintiffs' claims and states a legal
 21 conclusion to which no response is required. To the extent a response is required, Defendant
 22 denies all allegations, inferences, and implications of Paragraph 7.3 of the Complaint.
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VIII. AFFIRMATIVE DEFENSES

1. Plaintiff's claims under Title VII are barred pursuant to the religious employer exemption(s) ("ROE") provided in 42 U.S.C. § 2000e-1(a), which permits employment decisions based on religion (including all aspects of religious observance and practice as well as belief) and which provides that "this subchapter [Subchapter VI — Equal Employment Opportunities (42 U.S.C. §§ 2000e – 2000e-17)] shall not apply" to such religious employment decisions; and all available arguments thereunder. 42 U.S.C. § 2000e-1(a); 42 U.S.C. § 2000e(j). *Spencer v. World Vision, Inc.*, 570 F. Supp. 2d 1279 (W.D. Wash., 2008), *affirmed*, *Spencer v. World Vision, Inc.*, 633 F.3d 723 (9th Cir.), *reh'g en banc denied*, 633 F.3d 723, *cert. denied*, 565 U.S. 816 (2011).

2. Plaintiff's claims under Title VII are barred pursuant to the bona fide occupational qualification exception provided in 42 U.S.C. § 2000e-2(e)(1), which allows Defendant World Vision to make employment decisions based on its religion—including all aspects of religious observance and practice. 42 U.S.C. § 2000e(j).

3. Plaintiff's claims under the Washington Law Against Discrimination, RCW 49.60, are barred pursuant to the statutory religious employer exception provided in RCW 49.60.040(11) and available to Defendant World Vision, a religious or sectarian organization not organized for private profit.

4. To the extent that the statutory religious employer exception provided in RCW 49.60.040(11) might be interpreted not to protect Defendant World Vision, Plaintiff's claims under the Washington Law Against Discrimination, RCW 49.60, are subject to and cannot survive strict scrutiny pursuant to the Free Exercise Clause of the First Amendment to the U.S. Constitution, including without limitation on the grounds that such an interpretation would

1 confer a benefit on secular employers of under eight employees that it would deny to religious
2 (“sectarian”) nonprofit employers such as World Vision.

3 5. Plaintiff’s claims under the Washington Law Against Discrimination, RCW
4 49.60, are barred pursuant to the bona fide occupational qualification exception provided in
5 WAC 162-16-240 and 162-16-250.
6

7 6. Plaintiff’s claims are barred, including without limitation in relation to subject-
8 matter jurisdiction, pursuant to the religious autonomy doctrine under the First Amendment to
9 the U.S. Constitution, which forbids state interference in matters of internal governance of
10 religious organizations as well as in matters of faith and doctrine, and forbids state interference
11 that might affect the way a religious organization carries out what it understands to be its
12 religious mission.
13

14 7. Plaintiff’s claims are barred pursuant to the ministerial exception under the First
15 Amendment to the U.S. Constitution, which requires courts to stay out of employment disputes
16 involving those holding certain positions with religious institutions, in light of such institutions’
17 interest in choosing who will, among other things, preach or personify their beliefs, teach or
18 serve as a voice for their faith, and carry out their mission.
19

20 8. Plaintiff’s claims are barred pursuant to the prohibition on government
21 entanglement with religion or religious questions under the Establishment Clause of the First
22 Amendment to the U.S. Constitution.

23 9. Plaintiff’s claims are barred pursuant to the doctrine of freedom of expressive
24 association under the First Amendment to the U.S. Constitution, which forbids the government
25 from taking actions that would significantly affect Defendant World Vision’s ability to advocate
26 public or private viewpoints.
27

1 10. Plaintiff's claims are barred pursuant to the Assembly Clause of the First
2 Amendment to the U.S. Constitution, which protects Defendant World Vision's rights to engage
3 in otherwise lawful religious and speech activities with persons of its choosing.

4 11. Plaintiff's claims are barred pursuant to the First Amendment to the U.S.
5 Constitution because enforcement of the laws invoked by Plaintiff against Defendant World
6 Vision would violate World Vision's rights thereunder, including, but not limited to, by not
7 being neutral and generally applicable and by infringing World Vision's rights under the
8 individualized assessments doctrine and the hybrid rights doctrine.

9 12. Plaintiff's claims are barred pursuant to the Free Exercise Clause of the First
10 Amendment to the U.S. Constitution.

11 13. Plaintiff's claims are barred pursuant to the Establishment Clause of the First
12 Amendment to the U.S. Constitution.

13 14. Plaintiff's claims are barred pursuant to the Free Speech Clause of the First
14 Amendment to the U.S. Constitution.

15 15. Plaintiff's claims are barred pursuant to the Free Assembly Clause of the First
16 Amendment to the U.S. Constitution.

17 16. Plaintiff's claims are barred pursuant to the Equal Protection Clause of the
18 Fourteenth Amendment to the U.S. Constitution.

19 17. Plaintiff's claims are barred pursuant to the Due Process Clause of the
20 Fourteenth Amendment to the U.S. Constitution.

21 18. Plaintiff's claims are barred pursuant to the Due Process Clause of the Fifth
22 Amendment to the U.S. Constitution.

1 19. Plaintiff's state law claims are barred pursuant to the religious freedom
2 provisions of the Washington Constitution, including but not limited to Article I, Section 11 of
3 the Washington Constitution.

4 20. Plaintiff's state law claims are barred pursuant to Article I, Section 4 of the
5 Washington State Constitution and its protection of Defendant World Vision's rights of
6 freedom of association.

7 21. Plaintiff's state law claims are barred pursuant to Article I, Section 5 of the
8 Washington State Constitution and its protection of Defendant World Vision's rights of free
9 speech and of selecting those who will speak on its behalf.

10 22. Plaintiff's claims are barred pursuant to the doctrine of constitutional avoidance,
11 which requires courts to avoid applying a statute in a way that raises serious constitutional
12 questions unless there is a clear expression of an affirmative intention by the legislature to do
13 so.

14 23. Plaintiff's federal claims are barred pursuant to the federal Religious Freedom
15 Restoration Act, 42 U.S.C. § 2000bb-1 *et seq.*

16 24. The acts alleged by Plaintiff do not amount to an adverse employment action.

17 25. Defendant World Vision's actions were motivated by religious conviction, not
18 by sex, sexual orientation, marital status, or protected activities or characteristics.

19 26. Plaintiff's violations of Defendant World Vision's religious beliefs and religious
20 standards of conduct were a legitimate, nondiscriminatory reason for Defendant's actions.

21 27. Defendant World Vision's religious conduct standard against sexual activity
22 outside of Biblical marriage that Plaintiff violated is rooted in World Vision's protected
23 religious beliefs and religious exercise.

1 28. Plaintiff's claims stemming from her sexual activity outside of Biblical marriage
2 are not protected by Title VII.

3 29. Plaintiff's breach of her employment agreement with Defendant World Vision
4 was a legitimate, nondiscriminatory reason for World Vision's employment actions, including
5 without limitation rescinding its employment offer to Plaintiff.
6

7 30. Plaintiff's claims and actions are barred by Plaintiff's failure to satisfy all
8 requirements under Title VII to proceed with Plaintiff's action in court.

9 31. Plaintiff unreasonably failed to take advantage of any preventative or corrective
10 opportunities provided by Defendant World Vision or to otherwise avoid harm.

11 32. Plaintiff's claims are barred, in whole or in part, because Plaintiff failed to
12 exercise good faith in her dealings with Defendant World Vision.
13

14 33. Plaintiff's claims are barred, in whole or in part, because Defendant World
15 Vision acted reasonably and in good faith at all times relevant herein, based on the relevant
16 facts and circumstances known by it at the time it acted.

17 34. Even if it were determined that Defendant World Vision impermissibly
18 considered Plaintiff's sex, sexual orientation, or any unlawful factor in its employment action
19 with respect to Plaintiff, World Vision nevertheless would have taken the same action in the
20 absence of the impermissible factor(s), thus barring Plaintiff's claim in whole or in part.
21

22 35. Plaintiff has failed to state a claim upon which relief can be granted pursuant to
23 Federal Rule of Civil Procedure 12(b)(6), including without limitation by failing to plead
24 sufficient facts for all elements of her state-law claims.

25 36. Plaintiff's claims for certain damages, including without limitation punitive
26 damages, are barred or limited by the United States and Washington State Constitutions, Title
27

VII, 42 U.S.C. § 1981a, and other federal and state laws prescribing available damages for such claims.

37. Plaintiff's claims for certain damages, including without limitation punitive damages, are barred by Defendant World Vision's good faith efforts to comply with the law, including its good faith belief that its conduct was subject to statutory exemptions, constitutional protections, or both.

38. Plaintiff's claims for damages are barred by Plaintiff's failure to mitigate or by successful mitigation, including new employment.

39. Plaintiff's claims and requests for relief are barred pursuant to the doctrine of unclean hands.

40. Plaintiff's claims are barred because Defendant World Vision reasonably relied to its detriment upon representations, promises, and/or actions of Plaintiff.

41. Plaintiff's claims for damages are barred, in whole or in part, because if any emotional distress were suffered by Plaintiff, it was proximately caused by factors other than an act or omission of Defendant World Vision.

42. Plaintiff's claims are barred, in whole or in part, by waiver and/or estoppel.

43. Plaintiff's claims are barred, in whole or in part, by fraud.

44. Defendant World Vision reserves the right to assert such other valid defenses as may become apparent throughout the development of the case or during the course of discovery or the trial in this matter.

IX. PRAYER FOR RELIEF

Defendant denies Plaintiff's request for relief in its entirety. Defendant further denies that Plaintiff is entitled to any form of relief against Defendant whatsoever (including but not limited to actual damages, punitive damages, declaratory relief,

1 injunctive relief, lost wages, benefits, compensatory damages, punitive damages,
2 costs, expenses of litigation, attorney's fees, costs, prejudgment interest, or any of the
3 other means of relief requested).

4 Defendant further denies every allegation of the Complaint not specifically
5 admitted above.

6 WHEREFORE, Defendant World Vision, Inc. respectfully requests that the
7 Court dismiss the Plaintiffs' Complaint with prejudice, award Defendants their
8 reasonable costs and attorneys' fees in this matter, and grant such other relief to
9 Defendant World Vision, Inc. as the Court deems appropriate.

10 DATED this August 4, 2021

11 ELLIS, LI & McKINSTRY PLLC

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